

AGREEMENT

BETWEEN

**TOWN OF ENFIELD
and**

**ENFIELD SUPERVISORY UNIT
CSEA LOCAL 2001**

July 1, 2008 - June 30, 2012

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APPLICATION OF AGREEMENT

This Agreement shall apply to all supervisory employees of the Town of Enfield in those titles listed in the Recognition Agreement for Case No. ME-16,380 dated May 16, 1994 excluding all other positions, temporary employees who work less than six (6) months and seasonal employees.

ARTICLE 1 **RECOGNITION**

SECTION 1. Local 2001, CSEA, AFL-CIO, is recognized as the exclusive bargaining agent of all employees, as defined below, for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment.

SECTION 2. The term "Employer" shall mean the Town of Enfield, Connecticut, a municipal employer.

SECTION 3. The term "Union" shall mean Local 2001, Connecticut State Employees Union, AFL-CIO.

SECTION 4. The terms "Contract" and "Agreement" shall mean the complete agreement and its specific terms.

SECTION 5. The term "Employee" shall mean those supervisory persons employed by the Employer as defined in the Application of Agreement.

SECTION 6. The Town may employ temporary or seasonal employees provided no members of this bargaining unit who are qualified to perform the work involved are on layoff at the time.

ARTICLE 2 **MANAGEMENT RIGHTS**

SECTION 1. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Employer has and will continue to retain, whether exercised or not, all the

rights, powers and authority heretofore had by it and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including but not limited to the following:

A. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Town.

B. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.

C. To discontinue processes or operations.

D. To select and to determine the number and types of employees required to perform the Town's operations.

E. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or the Department.

F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

G. To insure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

H. To establish contract or sub-contract for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be

continued to be so performed.

I. To create job specifications and revise existing job specifications, subject to the Union's right to challenge the accuracy of the new or revised job specification, or the propriety of the assigned wage rate, through the grievance procedure.

J. In those instances where Town employees are not available to perform the work, the Town reserves the right to contract out the work until Town employees are available.

ARTICLE 3 **UNION SECURITY**

SECTION 1. All members of the bargaining unit as a condition of employment either become and remain members of the Union in good standing or pay to the Union a service fee. This requirement shall become effective thirty (30) days following ratification of this Agreement by both parties or thirty (30) days from the date of their employment by the Town.

SECTION 2. Upon written authorization of an employee, the Town shall deduct from the employee's wages Union dues and initiation fees or service fees.

SECTION 3. The total amount deducted each month, in accordance with the provisions of this Article, will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the last day of the month in which the deductions are made.

SECTION 4. The obligation of the Town for funds actually deducted under this Article terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Finance Director within ninety (90) calendar days after the date such deductions were or should

have been made.

SECTION 5. The Union agrees to indemnify and save harmless the Town for any liability or sums which the Town is required to pay as the result of any claim arising out of the Town's compliance with or enforcement of the provisions of this Article.

SECTION 6. Within thirty (30) days the Town shall notify the Union of any new employees hired who are covered under this collective bargaining agreement.

ARTICLE 4 **GRIEVANCE PROCEDURE**

SECTION 1. A grievance shall be defined as a complaint concerning working conditions, disciplinary action, or a claimed violation, misinterpretation or misapplication of a specific provision of this Agreement.

SECTION 2. Procedure.

STEP ONE: Any employee who has a grievance shall reduce the grievance to writing and shall submit the grievance within ten (10) calendar days of the event to his Department Head setting forth the facts of the grievance, the Agreement provisions, if any, in question and the remedy requested. Within ten (10) calendar days after said Department Head receives such grievance, he or his designated representative shall give the Union his answer to the grievance in writing.

STEP TWO: If the employee is dissatisfied with the Department Head's decision he/she may appeal to the Human Resources Director within ten (10) calendar days of the Department Head's decision. The Human Resources Director shall reply within ten (10) calendar days of receipt of such written complaint.

STEP THREE: If the employee and his representative, if represented, are not satisfied with the decision rendered by the Human Resources Director, the employee may submit the grievance to the Town Manager or his designee, in writing, within ten (10) calendar days of the date of the answer at Step Two, and the Town Manager shall render a written decision to the employee and his

representative, if represented, within ten (10) calendar days of receipt of the grievance.

STEP FOUR:

A. Mediation: If the employee and representative are not satisfied with the decision rendered, the grievance may be submitted at the request of the Union within ten (10) calendar days to mediation of the grievance before the Connecticut State Board of Mediation and Arbitration. Mediation may be waived at either party's request on discharge cases, or mutually waived for all other cases.

B. Arbitration: If the grievance is not resolved through mediation, the grievance may be submitted to arbitration, in writing, by the Union with a copy to the Town, within ten (10) calendar days of the completion of mediation.

Arbitration shall be before the Connecticut State Board of Mediation and Arbitration except that all grievances concerning suspension and discharge, and any other grievance on which the parties mutually agree, shall be submitted to an arbitrator who is either mutually selected by the parties or selected in accordance with the procedures of the American Arbitration Association. In the case of arbitration by a private or AAA arbitrator, the parties shall share equally the cost of arbitration. The decision of the arbitrator(s) shall be final and binding on both parties.

SECTION 3. All grievances and answers thereto shall be set forth in writing.

SECTION 4. Nothing contained therein shall prevent any employee from presenting his own grievance and representing himself in these procedures up to but not including arbitration.

SECTION 5. Failure at any step to appeal shall be considered acceptance of the decision rendered.

SECTION 6. The resolution of a grievance, at any step, will be set forth in writing and signed by the parties directly concerned with said resolution.

SECTION 7. Time extensions beyond those stipulated in the grievance procedure may be arrived at by mutual agreement of the parties concerned.

SECTION 8. The arbitrator(s) shall have no authority to add to or subtract from, or otherwise modify the terms of this Agreement.

SECTION 9. Failure of the Town, the employees or the Union to insist upon compliance with a specific provision of this Agreement at any given time or times, shall not operate to waive or modify such provision or in any manner whatsoever to render it unenforceable as to any other time or times or as to any other occurrences, provided the circumstances are the same.

ARTICLE 5 **DISCIPLINE**

SECTION 1. Disciplinary actions shall include:

- A. verbal warning;
- B. written warning;
- C. suspension without pay;
- D. discharge.

Any of the aforementioned may be independently invoked.

SECTION 2. All suspensions and discharges of permanent employees must be for just cause and must be stated in writing with reason given and a copy given to the employee and steward at the time of the suspension or discharge.

SECTION 3. Written warnings or letters of reprimand shall be removed from the employee's file after one (1) year for minor offenses and two (2) years for serious offenses.

ARTICLE 6 **ATTENDANCE AND LEAVES**

SECTION 1. General Policy: Leave is any authorized absence during regularly scheduled work hours that is approved by proper authority. Leave may be authorized with or without pay and shall be granted in accordance with this

Agreement on the basis of the work requirements of the departments and whenever possible, the personal wishes of the employee.

SECTION 2. Types of Leave. The following types of leave are officially established:

- | | |
|-----------------------|-------------------------|
| a. Holiday Leave | f. Vacation Leave |
| b. Sick Leave | g. Childrearing Leave |
| c. Injury Leave | h. Other Leave with Pay |
| d. Compensatory Leave | i. Leave Without Pay |
| e. Personal Leave | j. Administrative Leave |

SECTION 3. For all leaves other than holiday, sick or injury leave, a written request on a form prescribed by the Human Resources Director indicating the type of leave, duration and dates of departure and return must be approved by the department head prior to the taking of leave. For personal leave and other leave with or without pay, the employee may be required to inform his/her department head of the reason for requesting such leave.

SECTION 4. In the case of sick or injury leave, a return to work form prescribed by the Human Resources Director shall be completed and submitted to the department head for approval immediately upon the employee's return for duty.

SECTION 5. Unless an absence is substantiated by a request for leave or a return to work form approved by the department head, an employee shall not be paid for any absence from scheduled work hours. All such forms shall be forwarded by the department head to the Personnel Office where they shall be filed as part of the employee's attendance record.

ARTICLE 7
HOLIDAYS

SECTION 1. The following holidays shall be observed as days off with full pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday

In addition, each employee shall receive either Lincoln's Birthday or the day after Thanksgiving off at the Town's discretion.

SECTION 2. Should any of the dates listed above fall on a Sunday, the holiday shall be observed on the following Monday. If a holiday falls on a Saturday, employees shall be granted equivalent time off on the Friday immediately preceding such Saturday or given another day off in lieu thereof.

SECTION 3. Each employee's holiday pay shall be computed at his regular daily rate.

SECTION 4. Whenever any of these holidays shall occur when an employee is out on paid sick leave, the employee shall be paid for the holiday and no charge to sick leave shall be made for that day.

SECTION 5. In order to receive pay for an observed holiday, an employee must be in a work or paid leave status on his scheduled work day immediately preceding and following the holiday.

SECTION 6. In addition to the above stated holidays, employees may be granted other holidays when Town services are closed due to the requirements of State Statute or proclamation.

SECTION 7. Employees who are eligible for overtime payment for work performed on a holiday, as provided in Article 12, Section 1, shall receive such payment in addition to holiday pay. If an employee who is not eligible for overtime payment under Article 12, Section 1, is required to work on an observed holiday, the employee shall be granted a substitute day off at a time mutually

agreed to between the employee's immediate supervisor and the employee. Substitute holiday time off shall be taken within the fiscal year in which the holiday fell and shall not be accumulated.

ARTICLE 8 **VACATIONS**

SECTION 1. Annual vacation leave with pay shall be earned by all regular full-time employees in the following manner:

<u>Full Years Of Service</u>	<u>Days Per Full Month of Continuous Service</u>	<u>Maximum Earned Days Per year of Continuous Service</u>
Date of Hire through 4th full year	5/6 day	10 days
More than 4 years through 6th full year	1 1/4 days	15 days
More than 6 years through 9th full year	1 1/3 days	16 days
More than 9 years through 12th full year	1 1/2 days	18 days
More than 12 full years	1 2/3 days	20 days

SECTION 2. Vacation time must be used within one (1) year from the date when it accrues, unless other arrangements are approved in writing by the Town Manager. Vacation leave may not be granted until an employee has served a minimum six (6) months of continuous service. Accrued vacation earned prior to the implementation of this Agreement shall not be forfeited.

SECTION 3. Employees shall apply for vacation leave to their Department Head on a request for leave form. Vacations shall be scheduled by each Department Head in accordance with departmental requirements, giving preference to employee choice according to seniority within department or its divisions.

SECTION 4. When an observed holiday, as established by this Agreement, occurs during a regular vacation, said holiday shall not be charged against the employee's earned vacation time.

SECTION 5. An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the employee files with his or her Department Head a physician's certificate describing the nature and duration of the illness.

SECTION 6. Employees who are transferred, promoted or demoted from a position in one department to a position in another department, without a break in continuity of service, shall carry their accrued vacation leave with them to their new position.

SECTION 7. In the event of an employee's death, his spouse, and/or minor children and, if none, his estate, shall receive, on the basis of the employee's current wages, full compensation of any accumulated vacation leave.

SECTION 8. Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of vacation.

SECTION 9. Vacation leave shall be determined by the length of continuous service. For purposes of computing vacation leave, employees who leave the Town service and are later restored shall be considered as new employees.

SECTION 10. Employees who resign in good standing or who are laid off for lack of work after employment of six (6) months or more or who have retired from the Town service shall be paid for any unused vacation leave that has accrued to their last day of service. For the purposes of this Section, to resign in good standing, an employee shall give his Department Head a minimum of fourteen (14) days prior working notice unless the Town Manager agrees to permit a shorter period of notice. Said notice shall be in writing to the Department Head by the employee stating reasons for leaving the employ of the Town. Normally, leave time shall not be granted during said required period of notice.

ARTICLE 9
SICK LEAVE

SECTION 1. Amount of Sick Leave. Each employee shall be eligible for sick leave with pay during and after his or her probationary period. Sick leave shall be computed on an hourly basis at the rate of one and one-quarter days for each full month worked, or fifteen (15) days per year with no limit on the number of days accumulated for the purpose of illness as described in Section 2 below. Sick leave shall be charged in units of not less than one (1) hour.

SECTION 2. Use of Sick Leave. Sick leave may be used for the following purposes:

- A. Personal illness or physical incapacity.
- B. Enforced quarantine in accordance with health regulations.
- C. For illness or physical incapacity in the employee's immediate family.

SECTION 3. Proof of Illness. In the event of three (3) or more consecutive days of absence on authorized sick leave, a doctor's certificate or other proof of illness shall be required upon request. The Town may investigate any absence for which sick leave is requested and may require medical documentation from the employee's physician for questionable or excessive absences.

SECTION 4. Report of Illness. On the first day of absence from work due to illness, the employee shall report his or her illness to his immediate supervisor not later than thirty (30) minutes after his or her scheduled work assignment. The immediate supervisor shall initiate an absence report form and forward such form to the Personnel Office after the employee's return and it shall become part of the employee's personnel file.

SECTION 5. Sick Leave Accumulation Upon Retirement. Any employee who retires from the Town service on, after, or before his or her normal retirement date, or any employee who retires from the Town service and receives retirement income from the Town's retirement plan shall have his or her total accumulation

of sick leave time not to exceed one hundred twenty (120) days transferred to his or her vacation time for the purpose of separation pay at the current rate of pay. Employees hired after January 1, 1996 shall have one-quarter (1/4) of his or her total accumulation of sick leave transferred to vacation time for the purposes of separation pay at the current rate of pay (e.g. 1/4 of 120 days = 30 days, 1/4 of 200 days = 50 days).

SECTION 6. Sick Leave Accumulation Upon Termination. Upon termination in good standing, one-quarter (1/4) of the employee's total accumulation of sick leave shall be transferred to the employee's balance of unused vacation time for the purpose of separation pay up to a maximum of twenty (20) days.

SECTION 7. Payment Upon Death. In the event of an employee's death, his spouse, and/or minor children shall receive, on the basis of the employee's current wages, full compensation of any unused accumulated sick leave up to a maximum of one hundred twenty (120) days as severance pay.

SECTION 8. Catastrophic Leave. In the event of a non-occupational prolonged hospitalization, terminal illness or catastrophic illness or disease which has disabled an employee from the performance of his or her employment duties, the Town Manager may grant a leave with pay for a period not to exceed forty-five (45) working days commencing when all other leave benefits have been exhausted. Such leave shall not be cumulative and shall cease upon the employee's return to work or the expiration date of such leave, whichever comes first. The Town Manager may grant extensions of such leave for periods not to exceed a total accumulation of forty-five (45) days. During such catastrophic leave, the employee's insurance benefits shall continue in effect.

ARTICLE 10

OTHER LEAVES

SECTION 1. Injury Leave. Injury leave, as distinguished from sick leave, shall mean leave with pay given to an employee due to absence from duty due to

an accident or injury that occurred while the employee was engaged in the performance of his or her duties. Injuries arising out of an accident in the course of employment and while engaged in the performance of one's duties shall be reported immediately by the employee to his supervisor who shall make a full report on an Accident Report and Investigation Form to the Human Resources Director. Receipt of this report shall be a condition of payment of injury leave benefits. No payments shall be made if the accident or injury shall have been due to intoxication or willful misconduct on the part of the employee. In the event that an employee covered by this Agreement is injured while at work and, as a consequence of said injury, receives Workers' Compensation disability pay, said employee shall receive Workers' Compensation and supplemental pay so that the employee shall be compensated at the employee's regular rate of pay prior to such injury or disease for a period not to exceed twelve (12) months.

At the end of said twelve (12) months, such supplemental benefits shall cease.

In the case of injuries causing temporary disability for periods of time less than seven (7) days which are not wholly compensable under the Workers' Compensation insurance, the Town shall pay the employee's regular salary during the period of such absence. Lost time under injury leave shall not be charged to vacation or sick leave accruals. All employees shall continue to accrue seniority while on injury leave. It is recognized that the Town has a need to be informed of the status of an employee who is absent due to an injury compensable under worker's compensation. Therefore, the employee will comply with reasonable requests for reporting to his supervisor during any such period of absence.

SECTION 2. Jury Duty. Regular employees shall be granted leave of absence with pay for required jury duty. In such cases, the employee shall receive that portion of his regular salary which will, together with the jury pay, equal his regular salary for the same pay period. The employee shall notify

his Department Head of the scheduled jury duty in advance on a request for leave form as provided in Article 6, Section 3.

SECTION 3. Funeral Leave. Three (3) days special leave with pay shall be granted for death in the immediate family of an employee or the immediate family of his/her spouse. "Immediate family" for the purposes of this clause, is defined as parents, grandparents, spouse, brother, sister, child or brother-in-law, sister-in-law, aunt, uncle and any relation who is domiciled in the employee's household.

SECTION 4. Military Leave.

A. A regular, full-time employee participating in required field training in the Federal Reserve or National Guard shall be entitled to absent himself from his Town duties while engaged in such required field training. During this period, the employee shall be paid the difference, if any, between his regular and military salary. Military leave shall not exceed thirty (30) days in any calendar year. An employee participating in such reserve military training shall give his supervisor or Department Head sufficient advance notice on a request for leave form.

B. Employees entering the military service of the United States shall be entitled to indefinite leave without pay.

C. On return from military service, an employee shall be reinstated in his former job and shall receive credit for the yearly increments awarded during his absence on military service provided that he reports for duty within ninety (90) days of his discharge from military service or from hospitalization arising from such service.

D. The Town will pay to the employee's retirement fund the employer's annual assessment.

E. No employee shall lose any seniority standing because of military service, including service in the National Guards or organized reserves.

SECTION 5. Training. With approval of the Town Manager, leave of absence with pay may be granted by the Department Head for the purpose of allowing a regular employee to participate in conferences, seminars, training courses, and official meetings which enhance the employee's value to the Town.

SECTION 6. Personal Leave. All employees shall be eligible for a leave of absence with pay for a maximum of three (3) days per year noncumulative for the purpose of attending family obligations or other personal business which necessitates his or her attendance. An employee shall apply to his/her supervisor on a request for leave form in accordance with the provisions of Article 6, Section 3.

SECTION 7. Family Medical Leave. An employee may be granted a leave of absence without pay under the Town of Enfield Family Medical Leave Policy attached hereto.

SECTION 8. Leave Without Pay. When the interest of the Town can be benefited, the Town Manager may grant or extend a leave of absence without pay to an employee. The employee's position shall remain vacant, or be filled by a temporary appointment, until the expiration of such leave. Such leave shall not exceed a total of six (6) months, unless extended by the Town Manager.

SECTION 9. Benefits While on Leave. If an employee is either on an approved leave of absence without pay for more than ten (10) working days in any calendar month, or is absent without leave for three (3) or more days in any calendar month without securing subsequent authority for such leave, he shall not accrue vacation or sick leave for that month. Any holiday occurring in conjunction with absence without leave, or without pay shall be forfeited by the employee. For any employee who is granted a leave of absence without pay, except for Family Medical Leave under Section 7, for a period that exceeds one calendar month, such employee's insurance benefits shall terminate on the first of the month following unless such employee requests that his or her insurance

benefits be continued and submit the premium costs for such benefits to the Town for the period of such absence in a manner prescribed by the Personnel Office.

SECTION 10. Absence Without Leave. An absence of an employee from duty, including an absence for a whole or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of this Agreement shall be deemed an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. Any employee who is absent from work for three (3) consecutive work days, or on three (3) separate occasions without notifying his or her Department Head of the reason for such absence or absences shall be considered to have resigned from the Town service and shall be terminated. Sick and vacation leave will not accrue for any employee who is out of work for thirty (30) calendar days while on a worker's compensation leave until said employee returns to a regular work status.

SECTION 11. Union Business Leave. Two Union officials shall be allowed the required time without loss of pay to attend official Union conventions and conferences, not to exceed seven (7) working days each per year.

SECTION 12. Rest Periods. Each employee shall be permitted a fifteen (15) minute rest period non-cumulative during each half of the daily schedule, if convenient to the operation of the Town.

ARTICLE 11

HOURS OF WORK

SECTION 1. The regular hours of work for all bargaining unit employees except as listed in Sections 2 and 3 below shall be thirty-five (35) hours per week, Monday through Friday, with a minimum of seven (7) hours per day. Normally, the scheduled work day shall be either 8:00 a.m. to 4:00 p.m. or 9:00 a.m. to 5:00 p.m., with a one (1) hour lunch. Said hours may be restructured depending on the need of the division, department or Town, and such restructuring may be

determined by the Town Manager after consultation with the appropriate department head and the employee(s) involved. Individuals covered under this section are expected to work whatever hours are required to fulfill their responsibilities to the Town. Employees are required to provide their department with a current telephone number and to respond upon contact when reasonably possible.

SECTION 2. The regular hours of employment for the positions of WPC Superintendent, Highway Superintendent, Solid Waste Superintendent, Fleet Services Supervisor, Recreation Supervisor, and Building and Grounds Supervisor shall be forty (40) hours per week consisting of five (5) work days of eight (8) hours each scheduled in accordance with the needs of the division.

Individuals in these positions may be required to report earlier or work later than their regular hours depending on the need of the division, department and the Town.

SECTION 3. The regular hours of employment for the position of Head Teacher shall be thirty-five (35) hours consisting of five (5) work days of seven (7) hours each with a minimum one (1) hour lunch period scheduled in accordance with the needs of the day care programs. Employees in these positions may be required to report earlier or work later than their regular hours depending on the need of the division, department and the Town.

SECTION 4. Other Schedules or exceptions to the normal work week and/or work day, including flexible hours, may be required depending on the needs of the divisions, department and Town.

SECTION 5. The service week is a period beginning at 12:01 a.m. Sunday and ending at 12:00 midnight the following Saturday.

ARTICLE 12
COMPENSATION FOR OVERTIME WORK

SECTION 1. Employees may receive administrative compensatory leave for overtime work that is inherent in such positions. Employees shall apply to their department/division head on a request for leave form which must be approved by the Town Manager upon recommendation of the department/division head. Such leave shall not normally exceed five (5) days in any one fiscal year, however, in cases where the employee documents more than 200 overtime hours, the Town Manager may grant up to seven (7) days of administrative leave.

Nothing herein implies that such leave shall be commensurate in any way with the actual amount of hours worked in excess of the employees' normal work week.

Leave will be granted in accordance with the needs of the department. No payment for administrative leave shall be made upon termination of employment for any reason and administrative leave may not be used as terminal leave.

SECTION 2. Compensatory time off equivalent to the actual additional hours worked beyond the regularly scheduled hours may be granted in accordance with the needs of the department, division or Town. Such compensatory time shall be taken within the same pay period as the additional hours worked unless the operating needs of the department do not permit the employee's absence during the same pay period. Only the Human Resources Director, upon recommendation of the department head, may authorize taking compensatory time outside of the pay period which it is earned, but in any event, such time must be used within thirty (30) days. No payment for unused compensatory time shall be made upon termination of employment for any reason and compensatory time may not be used for terminal leave. In the event that compensatory time is granted for overtime work, such overtime may not be used in an employee's request for administrative leave under Section 4 of this Article.

ARTICLE 13
MANAGEMENT RESPONSIBILITIES

The Town and the Union recognize that the positions represented by Local 760, Connecticut State Employees Union, AFL-CIO are and have always been management positions. Management responsibilities shall be apparent both in Unit members' supervision and direction of subordinate employees and in their attention to the Town's mission of serving the residents of Enfield. The Unit is obligated to ensure that its members, as part of Management, actively support the efforts of the Town Administration to maintain essential Town services especially in times of emergency and to work to minimize the critical hardship that may otherwise befall the residents of the Town of Enfield.

ARTICLE 14
WAGES AND CLASSIFICATIONS

SECTION 1. The Classification and Salary Plan in effect prior to the application of the general wage increases set forth below is attached to this agreement as Appendix "A."

SECTION 2. WAGES FOR FISCAL YEAR 08-09. Effective January 1, 2009, all employees and the rates of pay in Appendix "A" shall receive a four percent (4 %) general wage increase and such increases will be reflected in Appendix "B."

SECTION 3. WAGES FOR FISCAL YEAR 09-10. Effective July 1, 2009, all employees and the rates of pay in Appendix "B" shall receive a three percent (3%) general wage increase and such increase will be reflected in Appendix "C."

SECTION 4. WAGES FOR FISCAL YEAR 10-11. Effective July 1, 2010, all employees and the rates of pay in Appendix "C" shall receive a two percent (2%) general wage increase and such increase will be reflected in Appendix "D."

SECTION 5. WAGES FOR FISCAL YEAR 11-12. Effective July 1, 2011, all employees and the rates of pay in Appendix "D" shall receive a two and one-half percent (2 1/2%) general wage increase and such increase will be reflected in Appendix "E".

SECTION 6. MERIT STEP INCREASES.

A. Annual Merit step increases within established ranges identified in Appendix "A" through "E" shall depend primarily upon recommendation of merit by the department head or appointing authority. Such increases shall not be predicated solely upon length of service but shall also be dependent upon the quality of an employee's work performance as determined by performance evaluation. It shall be the responsibility of the immediate supervisor to inform any employee who is not maintaining a satisfactory level of performance.

An employee who is not at the maximum of the salary range and who does not receive a merit step increase shall be notified in writing of the reasons for such action. An employee who believes that failure to grant him/her a merit increase is arbitrary or capricious or discriminatory may challenge the decision by means of the grievance procedure, up to and including arbitration.

Increases in excess of one step shall be reserved for exceptional performance.

B. Merit Step increases. Merit Step increases will normally be made effective upon July 1 of each year unless specified otherwise in the Agreement or any other written Agreement.

C. Merit increases for fiscal year 08-09. Employees shall not be eligible to receive a merit step adjustment for fiscal year 08-09.

D. Merit Increase for fiscal year 09-10. Employees shall not be eligible to receive a merit step adjustment for fiscal year 09-10.

E. Merit Increase for fiscal year 10-11. Employees shall not be eligible to receive a merit step adjustment for fiscal year 10-11.

F. Merit Increase for fiscal year 11-12. Employees shall be eligible to receive a merit step adjustment on June 30, 2012 in accordance with Section A of this Article.

SECTION 7. PAY INCREASE UPON PROMOTION. When an employee is promoted from one class to another, his rate of pay will be increased on the date of such

promotion from his current step in his current salary range to the corresponding step in the range for the position to which he is promoted which is at least three (3) percent greater.

SECTION 8. Classification Review Any employee who believes his position is not properly classified may request the Town Manager to review such position. Within thirty (30) days after the receipt of such request, the Town Manager or the Human Resources Director shall conduct a study to determine the facts and shall meet with the employee(s) and/or his or her Union representative(s) for the purpose of reviewing the findings of the study. The Town Manager or the Human Resources Director shall render his decision in writing to the employee, the Union and the Department Head within fifteen (15) days after such meeting.

SECTION 9. All employees will be paid through direct deposit effective July 1, 2000 and will furnish the Finance Department the necessary information to arrange for said deposit.

SECTION 10. Effective June 30, 2004 the Town may elect to switch to a two (2) week payroll.

ARTICLE 15 **INSURANCE**

SECTION 1. Health Insurance. The Town shall provide the following insurance programs for those employees and their eligible dependents who choose to enroll in such insurance programs.

SECTION 2. EMPLOYEE CONTRIBUTIONS TOWARD INSURANCE PROGRAM. Commencing July 1, 2008 the employee premium contribution through payroll deduction for the benefits provided under section 3 shall be:

A. Twelve and one-half (12.5) percent of the combined premium for the Blue Cross Century Preferred Plan and Dental Plan. (Section 3A and 3B below).

SECTION 3. The insurance programs covered under this section are:

- A. The Blue Cross Century Preferred Plan with Managed Benefits
 - 1. In-network \$15.00 Home & Office Deductible, with unlimited maximum.

2. \$4.00 Co-Pay Prescription Drug Rider.
3. In-network hospitalization with maternity rider and \$200 per admission deductible for inpatient hospital admission.
4. Out of Network \$200 individual/\$500 family deductible and 80%-20% co-pay on the first \$4,000 (individual) or \$10,000 (family) of allowable charges, 100% of allowable thereafter.

B. The Blue Cross Full Service Dental Program.

SECTION 4. HMO Option. In lieu of Blue Cross and Blue Shield Medical Insurance Plan, all employees in the bargaining unit are eligible to enroll in designated health maintenance organizations. The Town shall contribute toward the premium only the amount that is paid by the Town for the Blue Cross Century Preferred Plan and dental plan for the employee and dependents. Any and all additional costs for the HMO shall be paid for by the employee in the form of payroll deduction. The Town assumes no responsibility for the administration of the HMO plans nor for any aspect of its operation, including eligibility, cost, coverage or delivery of health services.

SECTION 5. Life Insurance. The Town shall pay the full cost of group life insurance in the amount of \$100,000 for each employee. Retirees shall receive life insurance in the amount of \$5,000 paid by the Town.

SECTION 7. Accidental Death and Dismemberment. This insurance, in addition to the life insurance plan, is payable if an employee suffers any of the losses listed below as a result of and within ninety (90) days from the date of an accident occurring while insured as provided by the insurance contract then in force. The Town shall pay the full premium for such coverage. For loss of:

Life	\$30,000
Both Hands, Both Feet or Sight of Both Eyes.....	\$30,000
Any Combination of Foot, Hand or Sight of One Eye...	\$30,000
One Hand, One Foot or Sight of One Eye.....	\$15,000

SECTION 8. Disability Income Protection. The Town shall pay the full cost of each employee's weekly disability benefits of \$250.00 per week for a maximum of thirteen (13) weeks, commencing upon the exhaustion of the employee's accrued benefit time and any donated benefit time, for total disability as a result of an accidental injury or sickness as provided by the insurance contract in force.

SECTION 9. Change of Carriers. The Town may from time to time change the carriers for any of the insurance programs, provided that the benefits shall be equivalent or better than those provided.

SECTION 10. Blue Cross 65/ Blue Shield 65 - Retired Employees.

A. Eligibility. Any employee, with 10 years of service with the Town and who has worked for the Town until age 55 or later who is retired by the Town of Enfield under the Pension Plan provided by Article 16 of this Agreement or any employee who has 10 years of service with the Town and who has worked for the Town until age 55 or later who receives retirement income either from the Town or as a result of service with the Town, shall be eligible for BC/BS 65 upon attaining age 65.

B. Enrollment. Employees enrolled in the Town's group Blue Cross/Blue Shield plans shall automatically be enrolled in the Town's BC/BS 65 Plan for retirees. Retirees not enrolled in the Town's group BC/BS plans shall apply for membership in the Town's BC/BS 65 Plan upon attaining age 65.

C. Type of Plan and Benefits. The hospital and medical insurance plan shall be the Connecticut Blue Cross 65/ Blue Shield 65 Plan as prescribed by the Blue Cross/ Blue Shield contract in force.

D. The Town shall pay the full Connecticut Blue Cross 65/ Blue Shield 65 premium of each subscribing retiree.

E. Retirees shall be able to purchase Blue Cross/ Blue Shield 65 coverage for their spouses at the Town's COBRA rate. Early retirees shall be

able to continue coverage for themselves and dependents provided that they pay the COBRA rate for such coverage in a timely manner.

SECTION 11. Health Insurance Buy-back. Effective January 1, 2001 an employee who is covered under alternate health insurance through another employer (e.g. spouse) may elect in writing, on a form provided by the Town, to waive coverage under the Town's health and dental insurance programs. Such employee shall receive \$500.00 (five hundred dollars) on or about December 1 of each year, and prorated as necessary based on the number of calendar months out of the preceding twelve (12) months during which the Town was not required to pay any premiums for health/dental coverage for the employee or his/her dependents. Re-entry into the Town's insurance program shall be permitted on the first day of January, April, July and October of each year.

ARTICLE 16

PENSION

SECTION 1. Employees are provided with retirement benefits under the Town of Enfield Pension Plan. Any changes made in the Plan which would decrease the benefits available to the employees or increase the rate of contribution by employees shall be done only through collective bargaining. A copy of the Pension Plan shall be provided to the Union.

SECTION 2. Employees shall be provided with an annual statement reflecting their current retirement status.

SECTION 3. Employees hired on or after July 1, 1999 must join the Town pension plan once they become eligible for said plan. Employees hired before July 1, 1999 who are members of the plan must remain members of the pension plan. Employees hired before July 1, 1999 who are not members of the plan, once eligible, will be given the opportunity to join the plan each July. Once they join the plan they must remain members of the plan.

ARTICLE 17
SENIORITY

SECTION 1. Seniority shall be defined as an employee's length of continuous service within the bargaining unit since the most recent date of hire. The Town of Enfield shall establish a seniority list, and the list shall be brought up to date July 1 of each year, and a copy shall be delivered to the Union.

SECTION 2. Officers and stewards of the Union shall have superseniority in the event of layoff, providing they have the qualifications to perform the work.

ARTICLE 18
PROBATIONARY PERIOD

SECTION 1. Purpose. The probationary or working test period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee whose performance does not meet the required work standards.

SECTION 2. Duration of the Probationary Period. All new employees shall be required to complete successfully a working test during a probationary period as follows:

A. Employees shall serve a probationary period of six (6) months for original appointments and three (3) months for promotional or lateral appointments.

B. Extensions of the above probationary periods not to exceed two (2) months may be granted by the Town Manager upon request of the Department Head.

C. In the case of promotion during the original probationary period, the employee shall, before attaining the status of a regular employee, serve either the remainder of the original probationary period or the promotional period, whichever period is greater.

SECTION 3. Interruption of the Probationary Period. No leave from service during the probationary period, with or without pay shall be counted as a part of the total probationary service required, unless otherwise recommended by the appointing authority and approved by the Town Manager.

SECTION 4. Dismissal During Probationary Period For New Hires. At any time during the probationary period the appointing authority may remove an employee if, in the opinion of the appointing authority, the working test indicates that such employee is unable or unwilling to perform the duties of the position satisfactorily. Upon such removal, the appointing authority shall report to the Human Resources Director and to the employee removed his actions and reasons therefore. No appeal is allowable from dismissal during the probationary period of a new employee and such dismissal shall not be grieved under the grievance procedure by either the probationary employee or the Union.

SECTION 5. Reinstatement to Former Class For Promoted Employees. An employee promoted or transferred who does not successfully complete his/her probationary period shall be transferred to a position in the class occupied by the employee immediately prior to his/her promotion whether from Supervisory or Professional & Technical Unit. If such position has already been filled, the original incumbent shall be eligible to exercise bumping rights to regain his/her former position.

ARTICLE 19 **LAYOFF PROCEDURE**

SECTION 1. Layoff Permitted. An appointing authority, with the approval of the Town Manager, may layoff an employee whenever it is deemed necessary by reason of shortage of work or funds, the abolition of the position, material change in the duties of the organization, or for other related reasons which are outside the employee's control and which do not reflect discredit on the service of the employee.

SECTION 2. Layoff Procedure. In the event of a layoff, an affected employee shall receive at least two (2) weeks written advance notice.

SECTION 3. Order of Layoff. In the event of layoffs within a particular classification, employees in that classification shall be laid off in reverse order of seniority with probationary employees and temporary employees subject to layoff first. In lieu of layoff, an affected employee may elect to displace the least senior employee in any equal or lower classification in the bargaining unit within a division for which the employee meets the requirements of the position.

SECTION 4. Recall. Employees who are laid off shall have recall rights for a period of sixteen (16) months from the date of layoff and only to the class within the department or division from which the employee was laid off. The most senior employee in the class laid off from the department or division shall be the first employee recalled to that class within the department or division involved from which the employee was laid off provided he is presently qualified to perform the work in the job classification to which he is recalled without further training beyond orientation. Employees shall have two (2) weeks from the date the Town sends a certified notice of recall to the employee at his last known address to return to the job.

SECTION 5. Grant Employees. Employees who are in positions funded by state or federal grants shall be employed only as long as the funding continues. An employee whose grant funding ends may exercise bumping rights pursuant to Section 3 if desired.

ARTICLE 20

PROMOTIONS

SECTION 1. When the Town determines that a vacancy or new position shall be filled, the vacancy or new position shall be posted for a period of seven (7) working days and filled within a reasonable time thereafter.

SECTION 2. Bargaining unit employees who bid on the posted vacancy or new position within the posting period shall be given first consideration with respect to their candidacy for the position; however, if it is deemed by the Town that an outside candidate possesses greater skill and ability than any of the bargaining unit candidates, the Town may fill the vacancy or new position with such outside candidate.

SECTION 3. Seniority shall be a factor after the Town has assessed the skills and abilities of the bargaining unit candidates and when the skills and abilities of such bargaining unit candidates have been deemed by the Town to be equal, the Town shall appoint the most senior employee to the vacancy or new position.

ARTICLE 21 **SAFETY AND HEALTH**

SECTION 1. The Town agrees to provide a safe work environment for all employees.

SECTION 2. A joint safety committee of the Town and the Union shall be formed and said committee shall meet to review and recommend safety and health conditions.

SECTION 3. The Town shall furnish safety helmets, safety glasses to any employee working in hazardous locations or with hazardous equipment and shall pay for the cost of replacement of employee's prescription glasses if broken at work.

SECTION 4. The Town shall provide foul-weather gear, i.e., raincoats, rain hats, boots, gloves, etc., and replace as necessary to those employees of the Public Works Department where the need exists.

SECTION 5. The Town shall provide, free of charge to the employee, medical injections for immunizations from the common and contagious diseases during the

period of time generally administered by a physician to be provided by the Town. Dates will be determined in advance, whenever possible, to assure employees will receive the injections at the most effective times.

SECTION 6. The Town agrees to continue its practice of providing uniforms to employees in the Public Works Divisions who are currently utilizing them.

SECTION 7. The Town agrees to continue the practice of paying meal money to the employees of the Public Works Department who were receiving it prior to the contract.

ARTICLE 22

NONDISCRIMINATION

Neither the Town nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, age, sex, marital status, sexual orientation, physical or mental disability, union activity or political activity, or any other non-job related characteristic. Whenever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

ARTICLE 23

NO STRIKE - NO LOCKOUT

SECTION 1. No Strike. The Union, its officers, agents or employees agree that they will not instigate, promote, sponsor, engage in or condone any strike (including sympathy strikes), slowdown, or any other concerted stoppage of work. Employees who are not on duty maintain their right of freedom of expression provided there is no breach of this Section.

SECTION 2. No Lockout. The Town will not instigate a lockout over a dispute with the Unit so long as there is no breach of Section 1 of this Article.

ARTICLE 24

MISCELLANEOUS

SECTION 1. Evaluations. Employees shall be given a copy of their evaluation

form at the time they are required to sign it.

SECTION 2. Copies of Agreement. The Town will provide each employee with a copy of this Agreement within thirty (30) days after the effective date of this Agreement. New employees will be given a copy of this Agreement at the time of hire.

SECTION 3. Deferred Compensation Plan. The Town shall continue established procedures for enrolling members of the bargaining unit in the deferred compensation plan(s). Participation in this plan shall be at the discretion of each individual employee.

SECTION 4. Tuition Reimbursement. Employees with six (6) months of continuous service may apply for an educational refund for a course or seminar for a certificate or toward a degree at an accredited college.

A. The employee must submit to the department head for his/her approval (prior to the commencement of the course) a description of the course to be taken and a degree to which the course is credited, if applicable. This application must then be submitted to the Human Resources Director and Town Manager for approval.

B. The Human Resources Director or Town Manager has the prerogative to approve or disapprove such application depending on the nature of the course taken and the degree which is being matriculated for, and its relevancy to the employee's position in the Town.

C. When the application is approved, the employee will be reimbursed eighty (80) percent of tuition cost up to \$600.00 (not including books) sixty (60) days after the submission of passing grades. The maximum allowance per year will be \$1,200.00 per employee.

D. The Town reserves the right to limit the education refund program based on availability of funds.

SECTION 5. Professional Fees and Licenses. The Town shall pay the cost of

work related and professional fees or licenses and the annual maintenance of such licenses if the Town requires them as a condition of employment.

SECTION 6. Non-Waiver of Claim. Failure of the Town, the employees or the Union to insist upon compliance with a specific provision of this Agreement at any given time or times, shall not operate to waive or modify such provision in any manner whatsoever to render it unenforceable as to any other time or times or as to any other occurrences, provided the circumstances are the same.

SECTION 7. Mileage Reimbursement. Employees who use a privately owned automobile for the conduct of Town business or who are currently receiving a mileage allowance shall be reimbursed for all mileage driven in the conduct of Town business at the IRS rate in effect on July 1 for the entire fiscal year. This rate is subject to change each July 1, as the IRS may change the rate annually.

SECTION 8. Assignment of Town Vehicles. Four (4) pool cars will be made available for the Building Inspection Division, Social Services Department and Town Planning Department per the guidelines agreed on May 8, 1991. Those not using pool vehicles and who currently receive a monthly stipend or who are assigned a vehicle shall continue to receive such stipend or vehicle, in accordance with the current practice.

SECTION 9. Bulletin Boards. One (1) bulletin board shall be reserved at an accessible place in each of three (3) designated work areas for the exclusive use of the Union for the posting of official Union notices.

ARTICLE 25 **SAVINGS CLAUSE**

SECTION 1. Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or the Connecticut State Board of Labor Relations, such decisions shall apply only to the specific article, section or portion thereof directly related to the

decision. Upon issuance of such a decision, the parties agree, where applicable, to negotiate a substitute for the invalidated article, section or portion thereof.

Section 2. This contract represents complete collective bargaining and full agreement between the parties to rates of pay, wages, hours of employment, benefits, pensions or other conditions of employment which shall prevail during the term of this agreement. The parties agree that this language does not abridge an employee's rights as described in the State of Connecticut Municipal Employee's Relation Act (MERA).

ARTICLE 26

FSA AND CHET PLANS

SECTION 1. The Town's flexible spending account and section 125 plan will be made available to the employees per the Agreement between the Town and the carrier. The monthly participant cost and annual fees, if any, for this plan will be borne by the employees opting to enroll in the account and plan. Enrollment is optional to all employees covered by this Agreement.

SECTION 2. The Town will provide for payroll deduction of contributions to the Connecticut Higher Education Trust fund for all employees who wish to contribute to this fund.

ARTICLE 27

DURATION

SECTION 1. This contract shall be in full force and effect from July 1, 2008 through June 30, 2012 and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. Wage increases which bear an effective date prior to the execution of this Agreement shall be implemented retroactive to the date indicated. All other changes shall be implemented as soon as possible after execution of this

Agreement, except where other specific effective dates are called for in this Agreement.

SECTION 2. Between the first day of January and the first day of February, 2012, either party may notify the other party if it wishes to amend or modify the contract as of July 1, 2012. Within thirty (30) days of such notification, the party receiving such notification shall meet with the other party to discuss the proposed amendments or modifications.

SIGNED ON THIS _____ DAY OF _____ IN THE YEAR
2008 BY:

TOWN OF ENFIELD

LOCAL 2001, CSEA

GRADE	<u>POSITION</u>
1	
2	
3	
4	
5	
6	Head Teacher
7	
8	Youth Services Coordinator, Sr. Citizen Director, Deputy Director Day Care, Adult Day Care Director, Senior Caseworker, Deputy Director of Child Day Care
9	
10	Executive Director of Child Day Care , Recreation Supervisor
11	Solid Waste Superintendent, Highway Superintendent, Collector of Revenue, Building Official, Assistant Library Director, Fleet Manager
12	Town Engineer, Assessor, Superintendent of WPC, Sr. Assistant Town Attorney
13	

APPENDIX F

TOWN OF **ENFIELD**

FAMILY/MEDICAL LEAVE POLICY

ISSUES	PERSONAL SERIOUSHEALTH CONDITION	BIRTH, ADOPTIONOR FOSTER CARE	SERIOUS HEALTHCONDITION OF CHILD,PARENT OR SPOUSE
Employment Eligibility	Employed at least 12 Months and work at least 1250 hours during the fiscal year.	Same.	Same
Effective Date	August 5, 1993 for non-bargaining unit employees; February 5, 1994 for union members.	Same.	Same
Who qualifies?	Employees who meet eligibility criteria above.	An employee who is either the father or the mother can take family leave for the birth, placement for adoption or foster care of a child. See 825.112, Family Medical Leave Act for qualifying circumstances under which family leave may be taken for adoption or foster care. Eligibility for leave expires 12 months after the event. Leave must be completed by the one year anniversary of the event.	An employee who has a biological child, adopted child, foster child, step-child, legal ward or a child under 18 for whom the employee stands in loco parentis. An employee who has a child (defined above) age 18 or older who is incapable of self-care due to mental or physical disability. An employee who has a biological parent, former legal guardian, or someone who raised the employee in place of a parent. An employee who has a spouse as legal husband or wife.
Serious Health Condition Defined	Illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or Continuing treatment by a health care provider. Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days.	Not applicable.	Illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or Continuing treatment by a health care provider. Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days.

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
	Pregnancy/Maternity Leave taken shall count toward FMLA leave.		Pregnancy/Maternity Leave taken shall count toward FMLA leave.
ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
Intermittent or Reduced Leave	Leave may be intermittent or reduced if medically necessary.	Leave may be intermittent or reduced only if employer agrees.	Leave may be intermittent or reduced if medically necessary.
Ability to Temporarily Transfer to Another Position	Yes, if employee is on intermittent or reduced leave to position of equivalent pay and benefits.	Same.	Same.
Provisions if Both Spouses Work For the Town	12 weeks leave each for their respective personal serious health condition(s).	A combined total of 12 weeks of leave which may or may not be taken concurrently. However, if both employees work in the same department then the leave cannot be taken on the same scheduled work days.	2 weeks of leave each which may or may not be taken concurrently. However, if both employees work in the same department, then the leave cannot be taken on the same scheduled work days, except for the serious health condition of the spouse.

ISSUES	PERSONAL SERIOUS <i>HEALTH</i> CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
Restoration to Position	<p>Must be restored to the same position held prior to the leave; or</p> <p>To a position that is equivalent in pay, benefits, privileges and other conditions and terms of employment.</p> <p>An employee has no greater right to reinstatement or to benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.</p>	Same.	Same.
Notification	Employee must provide 30 days notice when need for leave is foreseeable. Otherwise notice must be given as soon as practicable.	Same.	Same.
Medical Certification	Certification for illnesses shall include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee is unable to perform the functions of the job, and medical reasons for any intermittent or reduced leave requests (if applicable).	Not applicable.	Certification for illness shall include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee is needed to care for the ill person, an estimate of how long the employee will be needed, and/or medical reasons for any intermittent or reduced leave requests.

ISSUES	PERSONAL SERIOUS <i>HEALTH</i> CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
Second and Third Opinions	<p>The Town may request and pay for a second opinion from a physician of the Town's choice.</p> <p>Either the employee or the Town may request a third opinion if the 1st two opinions conflict. A third opinion shall be paid for by the Town and both the Town and the Employee must agree on the provider. The decision of the third opinion is final.</p>	Not applicable.	<p>The Town may request and pay for a second opinion from a physician of the Town's choice.</p> <p>Either the employee or the Town may request a third opinion. A third opinion shall be paid for by the Town and both the Town and the employee must agree on the provider. The decision of the third opinion is final.</p>
Certification for Return to Work	Certification of fitness for duty may be required of all employees taking FMLA leave.	Certification of fitness for duty may be required of all employees taking FMLA leave.	Not applicable.

<i>ISSUES</i>	<i>PERSONAL SERIOUS HEALTH CONDITION</i>	<i>BIRTH, ADOPTION OR FOSTER CARE</i>	<i>SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE</i>
Relationship to Paid Leave	<p>Employee may utilize accrued sick leave, then may request unpaid leave for the duration of the FMLA leave.</p> <p>The employee may substitute accrued vacation leave in place of all or part of the unpaid leave, if s/he so desires.</p>	<p>If the employee is the birth mother, accrued sick leave must be utilized first for the period of disability. After the disability, the employee may request unpaid leave for the remainder of the FMLA leave for the care of the child. Accrued vacation time can also be used in lieu of all or part of the unpaid leave if the employee so desires.</p> <p>If the employee is not the birth mother, s/he may request unpaid leave or use accrued vacation time in lieu of all or part of the unpaid leave for the duration of the FMLA leave.</p>	<p>Employees may use up to 15 family sick days, then may request unpaid leave or the accrued vacation time in lieu of all or part of the unpaid leave, for the duration of the FMLA leave.</p>
Sick Leave and Vacation Leave Accruals	<p>Sick and vacation leave shall not accrue for any full calendar month in which the employee is not in a regular paid status. Sick and vacation time will accrue during the employee's use of paid sick leave and/or paid vacation leave for any portion of FMLA leave.</p>	Same.	Same.

<i>ISSUES</i>	<i>PERSONAL SERIOUS HEALTH CONDITION</i>	<i>BIRTH, ADOPTION OR FOSTER CARE</i>	<i>SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE</i>
Maintenance of Medical, Dental and Life Insurance Benefits	The Town will maintain group medical, dental and life insurance coverage for the duration of the FMLA leave provided that the employee make the necessary payment(s) for that portion of the insurance premium that s/he would have had to make had s/he not taken FMLA leave. In the event that the employee does not return to work when the FMLA leave expires, s/he shall be able to continue medical and dental coverage under COBRA at his/her own expense at the COBRA rates. Failure to continue coverage under COBRA will remain in the expiration of medical and dental coverage at the end of the month when such FMLA leave has expired. Life insurance coverage expires when FMLA leave expires if the employee does not return to work.	Same.	Same.

<i>ISSUES</i>	<i>PERSONAL SERIOUSHEALTH CONDITION</i>	<i>BIRTH, ADOPTIONOR FOSTER CARE</i>	<i>SERIOUS HEALTHCONDITION OF CHILD,PARENT OR SPOUSE</i>
Miscellaneous	<p>All requests for FMLA leave must be documented including whether or not the leave was granted and reasons for the denial where that is the case.</p> <p>The Family Medical Leave Act prohibits an employer from putting any restraint on an employee for exercising his/her rights under the FMLA. The Town may not penalize or discipline an employee for requesting or using the FMLA provisions.</p> <p>The 12 month period for FMLA purposes will coincide with the Town's fiscal year (July 1-June 30). Each employee shall be allowed a combined total of 12 weeks of FMLA leave per year (except when both spouse work for the Town as described above).</p> <p>Medical information and documentation shall be treated as confidential medical records and shall be kept in a confidential file separate from the employee's personnel file.</p> <p>The parties agree that existing contractual benefits will remain in effect in accordance with existing collective bargaining agreement.</p>		
Date of Adoption	The above provisions were agreed to by the parties on _____		

